30-PELRB-2026

STATE OF NEW MEXICO
PUBLIC EMPLOYEES LABOR RELATIONS BOARD

In re:

ANGELA COGAR,

Complainant,

v. **PELRB No. 131-25**

NEW MEXICO DEPARTMENT of
VOCATIONAL REHABILITATION,

Respondent.

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board at its regularly scheduled meeting on August 4, 2026, for *pro forma* adoption of the Hearing Officer's Report and Recommended Decision issued in this case pursuant to NMAC 11.21.3.19(D). The Hearing Examiner issued his report on July 10, 2026, and no request for Board review was filed by either party. Accordingly, the Board adopts the Hearing Officer's Recommended Decision and the decision is binding on the parties but does not constitute binding precedent.

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Nan Nash
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______________________________ Date: 8/12/2026
Nan Nash, Board Chair

STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:

Angela Cogar,

Complainant

v. **PELRB No. 131-25**

New Mexico Department of Vocational Rehabilitation,

Respondent

HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION

This matter comes before the hearing examiner on a Prohibited Practice Complaint (PPC) filed on October 15, 2025, alleging violations of the Public Employee Bargaining Act (PEBA) and several sections of Title 1, Chapter 7 of the New Mexico Administrative Code (NMAC). The Respondent filed an Answer and Motion to dismiss the PPC on November 3, 2025. My decision on the Motion to Dismiss disposed of all claims except for the claim alleging violations of Section 19(H) of the PEBA, which makes it a prohibited practice to "refuse or fail to comply with a collective bargaining agreement." We proceeded to a hearing on the merits of the remaining claim on April 22, 2026, where both parties were given a full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence, and to argue orally. Following the hearing, the parties submitted closing briefs on May 20, 2026. The following recommended decision is based on the entire record in this case and from my observation of the witnesses and their demeanor on the witness stand, and upon substantive, reliable evidence considered along with the consistency and inherent probability of testimony.

STATEMENT OF THE CASE

The issue before me is whether or not the employer, the New Mexico Department of Vocational Rehabilitation (DVR or Department), violated the Collective Bargaining Agreement (CBA) in place between the DVR and the American Federation of State, County and Municipal Employees (AFSCME or Union), which is the certified exclusive representative for a bargaining unit that includes the Complainant, in the processing of the Complainant's grievance sent to the Department on June 23, 2025. Specifically at issue is Article 14 of the CBA governing the grievance procedure. Complainant alleges the Department failed to properly respond to her grievance. The Department's response is two-fold: that 1) the Department's response at each stage of the grievance process satisfied the CBA and 2) Complainant's claims contained in the grievance are pay equity claims that the CBA declares are not subject to the grievance process.

FINDINGS OF FACT

1. On June 10, 2025, after being informed of a pay increase but prior to initiating any grievance procedure, Complainant requested an explanation of how her previous relevant experience was being applied vis a vis her pay increase. (Complainant Exhibit B)
2. On June 18, 2025, the department provided Complainant with a chart containing "the documented experience from [her] resume that was counted." (Complainant Exhibit B)
3. The CBA requires all grievances to contain the following information: A. The Employee's name, job title, and worksite; B. The name, address, and telephone number of the Union Steward, Union Official, or Union Representative, if any; C. The Article(s) and Section(s) of this Agreement or Agency policy alleged to have been violated; D. A description of the alleged violation; E. The relief requested; and F. The signature of the grievant or of the

Union Steward, Union Official, or Union Representative. (Article 14, Section 4 of the CBA-DVR Exhibit 12)

4. Pay equity claims are not grievable under the CBA. (Article 6 of the CBA, DVR Exhibit 12)
5. The June 23, 2025 email from the Complainant to the Department requests a salary equity review. (DVR Exhibit 1)
6. The June 23, 2025 email from the Complainant to the Department does not contain the name address and telephone number of a union steward, official, or representative. (DVR Exhibit 1)
7. In a June 24, 2025, email Complainant states that her June 23rd email is to be considered a grievance procedure under state personnel rules. (DVR Exhibit 1)
8. The Department provided a written response to the June 23, 2025 email within ten calendar days on June 26, 2025. (Complainant Exhibit C5, testimony of Tina Montoya)
9. On July 3, 2025, Complainant submitted her Step 2 grievance. (DVR Exhibit 2, Tina Montoya testimony).
10. The July 3rd submission does not contain the name address and telephone number of a union steward, official, or representative. (DVR Exhibit 2)
11. The Department provided a written response to the Step 2 grievance within ten calendar days on July 9, 2025. (DVR Exhibit 2)
12. On July 18, 2025, Complainant submitted her Step 3 grievance. (DVR Exhibit 3, Tina Montoya testimony)
13. The July 18, 2025 submission does not contain the name address and telephone number of a union steward, official, or representative. (DVR Exhibit 3)
14. The Department provided a written response to the Step 3 Grievance within fourteen calendar days on July 30, 2025. (DVR Exhibit 3, Tina Montoya testimony)

15. On August 18, 2025, the Union informed DVR that it was aware of Complainant's grievance. (Complainant Exhibit M, Tina Montoya testimony)
16. None of the Department's responses to the various steps of the grievance process provided an explanation of the way the experience was applied that was satisfactory to the Complainant. (Angela Cogar testimony)
17. At the time of the filing of the Complaint, Complainant was being paid the maximum amount allowed for her pay band.

DISCUSSION

Section 15(B) of the PEBA grants individual employees the right to pursue a grievance "without the intervention of the exclusive representative" provided that the exclusive representative is offered "the opportunity to be present and make its views known." (NMSA §10-7E-15(B)) I can infer that the requirement in the CBA that all grievances include, among other things, the "name, address, and telephone number of the Union Steward, Union Official, or Union Representative" is a way to ensure that if an individual employe does prosecute a grievance without the exclusive representative, the requirements in the PEBA are still satisfied. Here, the Complainant's submissions at each stage of the grievance process lacked the requisite information about the exclusive representative. However, I infer from the August 18, 2026 email from the Union to the Department that the Union was afforded the opportunity to make its views known, satisfying Section 15(B), and neither the Department nor the Union appear to have taken issue with this omission.

The more pertinent issue is whether the Department's responses at each stage of the grievance process satisfied the CBA. When a CBA is in effect, the grievance procedures are defined by the CBA, not State Personnel Office rules. I infer that this is what one Department employee meant when stating that "the union owns the grievance process." (DVR Exhibit 1) The CBA requires at each stage of the grievance process a written response from the Department within a certain number of days from receipt of the grievance. Here, there is undisputed documentary and testimonial evidence that the Department satisfied these requirements. The June 23rd email initiating the grievance process was responded to within ten calendar days on June 26th; the July 3rd submission was responded to within ten calendar days on July 9th; and the July 18th submission was responded to within fourteen calendar days on July 30th Each of these responses was in writing and provided to the Complainant within the time frame required by the CBA.

Complainant argues in her closing brief that the CBA (specifically the grievance procedure) requires the Department to "meaningfully review and adjust the grievance" and "provide sufficient documentation and explanation" of how it applied her previous experience when deciding her placement in the pay band. The CBA contains no such language and I am reluctant to find such subjective requirements as 'meaningful' and 'sufficient' are implied. In fact, the CBA seems to contemplate the Employer making no response at all in each stage of the process: "Failure to respond shall constitute a denial of the grievance." When the Complainant initiated the grievance process on June 23, 2025, the Department had already supplied her with its explanation or 'rationale' for her pay band placement in response to her request made on June 10, 2025. That it was eventually found to be in error does not erase the fact that it was supplied to the Complainant, and that the Department stood by this explanation at each stage of the grievance process does not make their responses any less responsive.

For the foregoing reasons I find and conclude that the Department did not violate the CBA in violation of Section 19(H) of the PEBA. The other claims raised by the PPC already having been disposed of, the PPC should be dismissed.

Matthew Huchmala, Alternate Hearing Examiner

July 10, 2026